

EXHIBIT A

writing, on or before July 10, 2017, in the manner specified by Rule 34, and as ordered by the Court. The items to be produced should be produced in the manner specified by Rule 34.

DEFINITIONS AND INSTRUCTIONS

For each Request herein, the relevant dates of inquiry are limited to the period of time that includes June 1, 2016 to the present date.

1. As used herein, the term “Builder” means Weis Builders, Inc.
2. As used herein, the term “Arbor Loan” means a bridge loan that was sought by 2013 Travis Oak Creek GP, LLC on behalf of 2013 Travis Oak Creek, LP to, among other things, pay off a JP Morgan Chase Bank construction loan (the construction loan described below), and that was the subject of conditional consent given by one or more of PNC and Columbia.
3. As used herein, the term “Capital Contribution” means the amount of money or the fair market value of other property contributed to 2013 Travis Oak Creek, LP (the “Partnership”) by any partner as provided in Article III of the Amended and Restated Agreement of Limited Partnership of 2013 Travis Oak Creek, LP. (the “Partnership Agreement”).
4. As used herein, “Columbia” means Columbia Housing SLP Corporation in all capacities, including but not limited to a partner in 2013 Travis Oak Creek, LP, its agents, officers, directors, principals, subsidiaries, affiliated business entities, and parent entities.
5. As used herein, the term “Consent” means written approval, consent, election, requirement or determination, given by Columbian and/or PNC Bank as the SLP or the ILP of the Partnership, that is required or contemplated by a provision of the Amended and Restated Agreement of Limited Partnership of 2013 Travis Oak Creek, LP.

6. As used herein, the term “Construction Loan” means the Advance Promissory Note (as modified, renewed, and extended, the “Note”) dated May 23, 2014, in the face amount of \$26,000,000.00, executed by 2013 Travis Oak Creek, LP (“Borrower”) to the order of JPMorgan Chase Bank, N.A. (“Bank”) which was issued pursuant to the terms of the Credit Support and Funding Agreement dated on or about May 23, 2014 (the “Loan Agreement”), and which is secured by, among other things, a Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement (“Deed of Trust”) dated on or about May 23, 2014, from Borrower for the benefit of Bank, and all other loan documents which collectively constitute the Loan (the “Loan Documents”), covering the Lucero Apartments property.

7. As used herein, the term “First Mortgage Loan” means the mortgage loan that was to be made to the Partnership from PNC Bank, N.A. in the maximum principal amount of \$27,300,000.00.

8. As used herein, the term “Forward Commitment” means the Forward Commitment for Fixed Rate Mortgage Loan not to exceed \$27,300,000.00 under the Fannie Mae DUS Product Line relating to a 173 Unit multifamily housing project to be known as Oak Creek Village (now known as Lucero Apartments), and located in Austin, Texas.

9. As used herein, the term “ILP” means PNC Bank, N.A.

10. As used herein, the term “Limited Partner” means any ILP, SLP or Substitute Limited Partner.

11. As used herein, the term “Non-delivery Fee” means the fee that PNC Bank, N.A. claims it was owed by the Partnership following collapse of the Forward Commitment.

12. As used herein, the term “Partnership” means the limited partnership known as 2013 Travis Oak Creek, LP.

13. As used herein, the term “Partner” means any General Partner or Limited Partner.

14. As used herein, “PNC Bank” means PNC Bank, National Association, in all capacities, including but not limited to a limited partner in 2013 Travis Oak Creek, LP, and acting a lender or bank under the Delegated Underwriting and Servicing Program promulgated by Fannie Mae, its agents, officers, principals, subsidiaries, affiliated business entities, and parent entities.

15. As used herein, the term “Property” means the real property, together with all improvements contained thereon, located at 2324 Wilson Street, Austin, Texas 78704, and further described as Lot 1A, Re-subdivision of Lot 1, Oak Creek Village and recorded in Document No. 200140075496 in the Official Pubic Records of Travis County, Texas, now known as Lucero Apartments.

16. As used herein, the term “SLP” means Columbia Housing SLP Corporation.

17. As used herein, the term “Documents” is used in its customary broad sense and includes without limitation, the following items regardless of origin or location whether printed, or recorded, or filmed, or reproduced by any other mechanical process, or written or produced by hand, whether or not claimed to be privileged against discovery on any ground, and whether an original, master or copy, namely: (a) contracts and agreements of any type; (b) correspondence, e-mail, cablegrams, radiograms, telexes, telegrams, cables and other communications; (c) records of telephone conversations, meetings and conferences, including (without limitation) lists of persons attending meetings or conferences; (d) diaries, calendars, logs, memoranda, summaries and records of personal

conversations or interviews; (e) books, manuals, instructions, and publications; (f) laboratory and engineering reports and notebooks; (g) diagrams, plans, blueprints, specifications, pictures, graphic representations, computer printouts; charts, plans, sketches and drawings; (h) audio recordings, magnetic tapes, x-rays, films, photographs and video recordings; (i) abstracts, opinions, notes, reports, and/or summaries of investigations; (j) abstracts, opinions, notes, reports and/or summaries of consultants; (k) business records, including (without limitation) orders, invoices, statements telephone bills and logs, and other records evidencing or relating to the creation or discharge of debts and obligations or performance of services; (l) reports and summaries of transactions and negotiations; (m) brochures, pamphlets, catalogs, and catalog sheets, advertisements, circulars, trade letters, and press, publicity, trade and product releases; (n) drafts or originals of, or preliminary notes, and marginal comments appearing on, any document; and (o) other reports, records, or other information-containing papers, lists, memoranda, writings, or electronic storage media in the possession, custody or control of the adverse party or his or her attorneys, agents, employees or representatives.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Documents generated and/or received by PNC Bank, N.A. and/or Columbia mentioning any construction deficiency and/or defect at the Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Documents generated and/or received by PNC Bank, N.A. and/or Columbia that mention extension of the closing date for the First Mortgage Loan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Documents generated and/or received by PNC Bank, N.A. and/or Columbia that mention any lien filed against the Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4: Documents generated and/or received by PNC Bank, N.A. and/or Columbia that mention default under the Construction Loan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5: Documents generated and/or received by PNC Bank, N.A. and/or Columbia that mention termination or collapse of the Forward Commitment for the First Mortgage Loan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6: Documents generated and/or received by PNC Bank, N.A. and/or Columbia that mention any potential loans to the Partnership following collapse of the Forward Commitment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7: Documents generated and/or received by PNC Bank, and/or Columbia mentioning withholding final payment to the Builder.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8: Documents generated and/or received by PNC Bank, N.A. and/or Columbia analyzing, mentioning, describing or calculating the “Non-delivery Fee” payment demanded by PNC Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9: Documents generated and/or received by PNC Bank and/or Columbia mentioning the defensibility of a claim by PNC Bank to enforce or collect a “Non-delivery Fee.”

RESPONSE:

REQUEST FOR PRODUCTION NO. 10: Documents generated and/or received by PNC Bank and/or Columbia that mention any bond(s) that were obtained or to be obtained by or on behalf of the Partnership.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11: Documents generated and/or received by PNC Bank and/or Columbia that mention Capital Contribution payments made by and/or to be made by PNC Bank or Columbia, to the Partnership.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12: Documents generated and/or received by PNC Bank and/or Columbia that mention or describe a fee to extend the closing date of the First Mortgage Loan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13: Documents generated and/or received by PNC Bank and/or Columbia mentioning consent by the Limited Partners for the Partnership to commence, settle, compromise, mediate, or otherwise relinquish any claim (actual or prospective), or to release, waive or diminish any material Partnership rights in any litigation or arbitration matter involving a claim against the Builder.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14: Documents generated and/or received by PNC Bank and/or Columbia that mention, describe, analyze or discuss the Arbor Loan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15: Documents generated and/or received by PNC Bank and/or Columbia that mention, describe, analyze or discuss consent given by PNC Bank and/or Columbia for the Partnership to obtain the Arbor Loan.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16: Documents generated and/or received by PNC Bank and/or Columbia that mention, describe, analyze or discuss economic analysis and/or enforceability of the amount claimed by PNC Bank for the Non-delivery Fee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17: Documents identifying every third party to whom PNC Bank paid a fee or any other monies, to extend the closing date of the First Mortgage Loan to May 2017 and the contract, agreement or other instrument that required such a payment.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18: Documents showing the actual out of pocket loss that PNC Bank suffered as a result of non-conversion of the Forward Commitment, if any, the method used to arrive at the amount stated and all parties to whom any such losses were paid by PNC.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19: Documents generated and/or received by PNC Bank, N.A. and/or Columbia that mention default under the Partnership Agreement alleged to have been committed by 2013 Travis Oak Creek GP, LLC.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20: With regard to each event of default alleged by you to support your allegations of default by 2013 Travis Oak Creek GP, LLC under the Partnership Agreement, documents that identify the specific loss, damage or injury, if any that either PNC or Columbia has suffered, and describe how you calculated or computed the same.

RESPONSE:

Respectfully submitted,



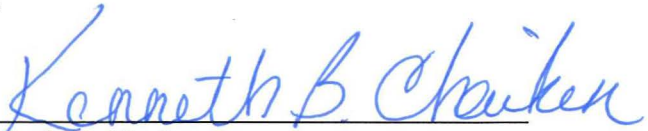
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**ATTORNEYS FOR 2013 TRAVIS OAK
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OAK CREEK, LP**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on all counsel of record via email and facsimile on this 3rd day of July, 2017.


Kenneth B. Chaiken